

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	September 13, 2011	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
<b>Department:</b>	Facilities Development & Operations		

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: a Lease Agreement (Lease) with Wellington Regional Medical Center Incorporated, a Florida corporation, (Landlord) for lease of 400 SF of improved space within the Wellington Regional Hospital Medical Center (Hospital) located at 10101 Forest Hill Boulevard in the Village of Wellington for use as a forensic rape exam site (Center).

**Summary:** This Lease Agreement provides for the use of approximately 400 square feet of space within the Hospital through June 30, 2012, for the operation of a rape crisis exam center, together with the non-exclusive use of the common areas and the exclusive use of three (3) designated parking spaces. No County owned properties are available for this purpose. After an extensive search, the Division of Victim Services was able to locate this space, which would meet its unique criteria. The initial term of the lease is for ten (10) months, commencing retroactive to September 1, 2011. The County will pay a monthly rental fee of \$500. The Landlord is responsible for all utility fees, maintenance, repairs, custodial, laundry services and hazardous waste removal. The Landlord will make all improvements required for the County's use of the Center in the approximate amount of \$5,000 at Landlord's sole cost and expense. Both parties have the right to terminate the Lease Agreement for any reason whatsoever upon ninety (90) days notice to the other party. (PREM) Countywide/District 6 (HJF)

**Background & Justification:** This agenda item is a subsequent item to Agenda Item No. 3X-3 (R2011-1223) approved by the Board of County Commissioners on August 16, 2011.

**Attachments**

1. Location Map
2. BAS
3. Lease Agreement
4. Agenda Item No 3X-3 (R2011-1223)

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Recommended By: \_\_\_\_\_

*Reef Arny Wong*  
Department Director

9/11/11  
Date

Approved By: \_\_\_\_\_

*adw*  
County Administrator

9/9/11  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$500	\$4,500	_____	_____	_____
External Revenues	(\$500)	(\$4,500)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	\$0 <i>see below</i>	\$0	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes  No

Budget Account No: Fund 1426 Dept 662 Unit 3290 Object 4410  
 Program ST13 GY11

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

*\* Funding is State funding, reoccurring through the Florida Department of Health*

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

OFMB *[Signature]* 9/7/11  
 Contract Development and Control *[Signature]* 9/8/11  
*9/16/11*  
*9/16/11*  
*9/12/11*

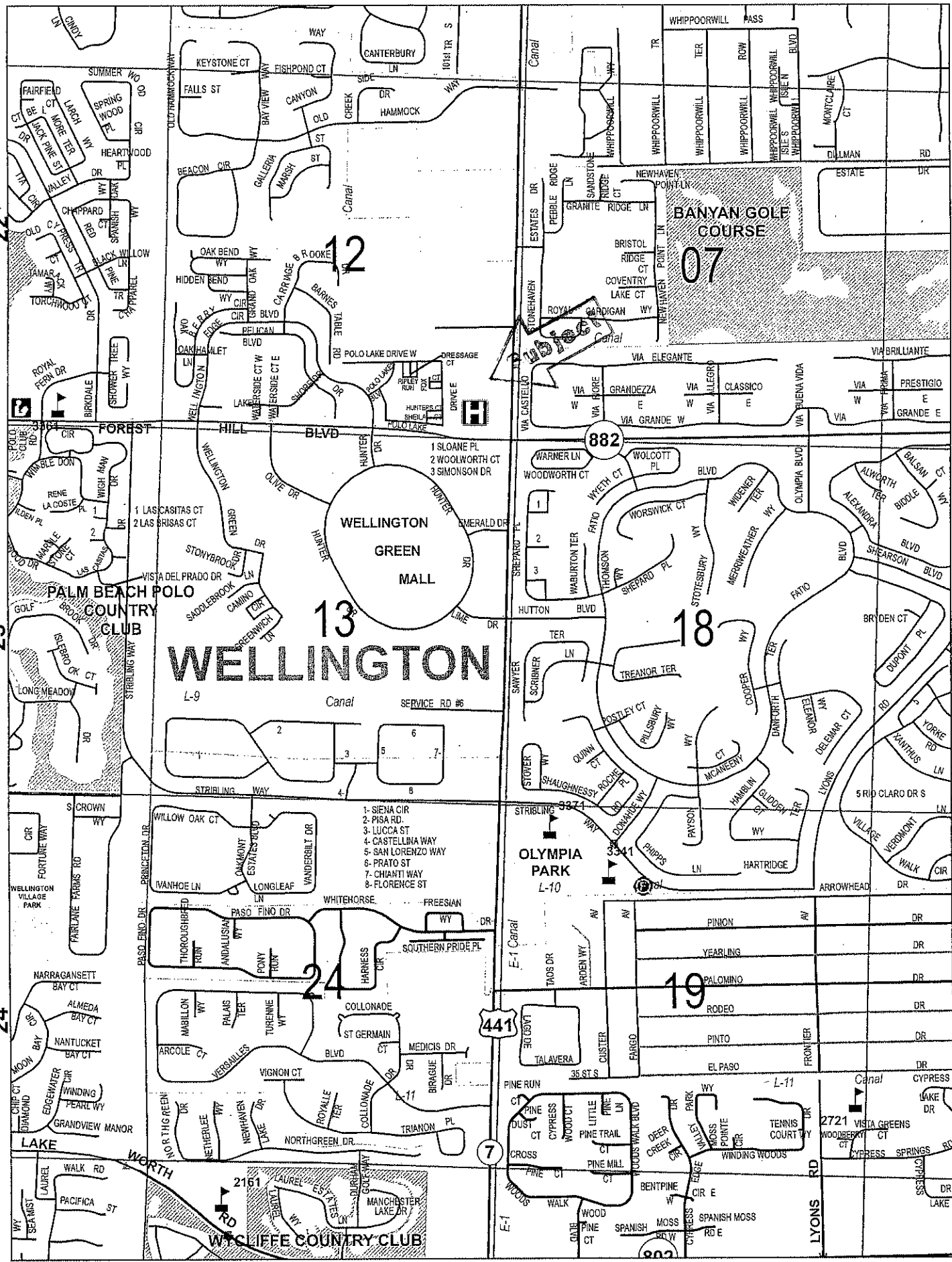
**B. Legal Sufficiency:**

*[Signature]* 9/9/11  
 Assistant County Attorney  
*Lease Agreement not signed at time of CAO review*

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**



# LOCATION MAP



**BUDGET AVAILABILITY STATEMENT**

**REQUEST DATE:** 9/1/2011      **REQUESTED BY:** Nicole Bishop      **PHONE:** 561-355-1723

**PROJECT TITLE:** Lease Agreement with Wellington Regional Medical Center Inc      **PROJECT NO:**

**AMOUNT:** \$ 5,000      **BCC RESOLUTION DATE:** 9/13/2011

**CONTRACTOR/CONSULTANT NAME:** Wellington Regional Medical Center Incorporated, a Florida corporation

**PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/ CONTRACTOR:**

Lease Agreement with Wellington Regional Medical Center Incorporated, a Florida corporation, for lease of 400 SF of improved space within the Wellington Regional Hospital Medical Center (Hospital) located at 10101 Forest Hill Boulevard in the Village of Wellington for use as a forensic rape exam site.

By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by the Public Safety Department.

**BUDGET ACCOUNT NUMBER:**

<b>FUND:</b>	<b>DEPT:</b>	<b>UNIT:</b>	<b>OBJ:</b>	<b>SUB OBJ:</b>	<b>Program:</b>	<b>Program Period:</b>
1426	662	3290	4410		ST13	GY11

**BAS APPROVED BY :**

88

Vincent Bonvento  
\_\_\_\_\_  
PRINT NAME  
Vincent Bonvento  
\_\_\_\_\_  
SIGNATURE  
9/1/11  
\_\_\_\_\_  
DATE

**ENCUMBRANCE NUMBER:**

\*\*\*\*\*

**LEASE AGREEMENT**

**between**

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**WELLINGTON REGIONAL MEDICAL CENTER INCORPORATED  
(Landlord)**

**and**

**PALM BEACH COUNTY,  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA  
(County)**

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## LEASE AGREEMENT

**THIS LEASE AGREEMENT ("Lease")**, made and entered into \_\_\_\_\_, by and between Wellington Regional Medical Center Incorporated, a Florida corporation, hereinafter referred to as "Landlord" and Palm Beach County, a political subdivision of the State of Florida, on behalf of the Department of Public Safety, hereinafter referred to as "County".

### WITNESSETH:

**WHEREAS**, Landlord is the owner of certain real property in Palm Beach County, Florida, known as Wellington Regional Medical Center located at 10101 Forest Hill Boulevard, Wellington Florida, 33414; and

**WHEREAS**, the County desires to lease from the Landlord the premises hereinafter defined for the purpose of operating a rape crisis exam center; and

**WHEREAS**, Landlord is willing to lease the premises to the County for the purposes hereinafter defined.

**NOW THEREFORE**, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the County to be observed and performed, the Landlord demises and leases to County, and the County rents from Landlord the premises as hereinafter defined upon the following terms and conditions:

### **ARTICLE I BASIC LEASE PROVISIONS**

#### **Section 1.01 Premises.**

The Premises subject to this Lease shall consist of approximately four hundred (400) total gross square feet of floor space in the Wellington Regional Medical Center as depicted on the floor plan on Exhibit "A" attached hereto and by reference made a part hereof (the "Premises").

#### **Section 1.02 Parking and Common Areas.**

The use and occupancy of the Premises by County shall include the non-exclusive use of the Wellington Regional Medical Center common areas including without limitation, parking areas, driveways and sidewalks of the Wellington Region Medical Center, together with the exclusive right to use three (3) parking space(s) located immediately adjacent to the Premises. County may stencil "County Vehicles Only" on the pavement or parking space bumpers or affix a similarly worded sign in front of the County parking spaces to designate exclusive use by County. County shall be entitled to install both an awning and signage at the entrance of the Premises, subject to the Landlord's consent as to the size, style and color of such awning and/or signage, which shall not be unreasonably withheld or delayed.

#### **Section 1.03 Length of Term and Effective Date.**

The term of this Lease shall commence retroactively as of September 1, 2011, and shall extend for a period of ten (10) months thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

## **ARTICLE II RENT**

### **Section 2.01 Monthly Rent.**

County shall pay Landlord for the use and occupancy of the Premises a monthly gross rental of five hundred dollars and no/100 (\$500.00) payable on the first day of each month in arrears. The first rental payment shall be due on October 1, 2011. This Lease is intended to be a "gross" lease and County's obligations hereunder shall be limited to those specifically set forth herein.

### **Section 2.02 Payment.**

All rent due hereunder shall be payable on or before the first day of each and every month of the Term of this Lease. If the Term hereof commences, terminates and/or expires on other than the first or last day of a calendar month, the Monthly Rent payable for such month shall be prorated. County is a tax-exempt entity. No sales or use tax shall be included or charged with Monthly Rent. Payment of Rent will be made upon the receipt of an invoice from Landlord mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each monthly invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment will be mailed to Landlord at the address set forth in Section 15.04 of this Lease.

## **ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES BY COUNTY**

### **Section 3.01 Use of Premises.**

The Premises shall be used for the establishment and operation of a rape crisis center and for any other uses permitted by law. County's obligations under this Lease are contingent upon such use of the Premises being in compliance with all applicable zoning laws, rules, and regulations affecting the Premises. Landlord acknowledges that County's intended use necessitates County's utilization of and access to the Premises twenty-four (24) hours a day seven (7) days a week.

### **Section 3.02 Conduct.**

County shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. County acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises, provided County shall not be required to make alterations, additions, or improvements to the Premises in order to conform therewith.

### **Section 3.03 Hazardous Substances.**

County and Landlord shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

### **Section 3.04 Surrender of Premises.**

Upon termination, expiration, or cancellation of this Lease, County, at its sole cost and expense, shall remove County's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord in good condition ordinary wear and tear excepted. County shall repair any and all damage to the Premises caused by County's removal of its fixtures and equipment. Upon surrender of the Premises, title to any Alterations shall vest in Landlord.

**ARTICLE IV  
ALTERATION OF LEASED PREMISES**

**Section 4.01 Landlord's Work.**

Landlord shall perform, at its sole cost and expense, the alterations, improvements and additions set forth on Exhibit "B" attached hereto ("Landlord's Work"). Landlord shall perform Landlord's Work in a good and workmanlike manner and shall diligently pursue the same until completion. In the event Landlord's work has not been completed by thirty (30) days following the Effective Date hereof, County shall have the option of terminating this Lease by written notice to Landlord. In the event the County exercises its right to terminate the Lease, as provided for in this Section 4.01, then Landlord shall reimburse the County within thirty (30) days of the date of such termination for any Monthly Rent payments made by County prior to the date of such termination.

**Section 4.02 (a) County's Work.**

Except as otherwise provided for in Section 1.02 above, County shall not be entitled to make alterations, improvements, or additions to the Premises, (hereinafter, collectively "Alterations") without the prior written approval of Landlord in each instance, which approval shall not be unreasonably withheld. County shall submit plans and specifications for all such Alterations to Landlord for Landlord's written approval prior to County commencing work on same. Landlord shall provide written response within thirty (30) days after receipt of request therefore by County, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by County in connection with any Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

**(b) Construction Liens.**

Landlord and County shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable to Landlord and County, in the construction of any improvements to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Landlord or County, the party performing such work shall promptly cause such lien to be removed from the Premises.

**ARTICLE V  
REPAIRS AND MAINTENANCE OF PREMISES**

**Section 5.01 Responsibility of County.**

County shall not be obligated or required to make any repairs or conduct any maintenance whatsoever to the Premises, except to the extent any repairs and maintenance are required as a result of the negligent or intentional acts of the County, its employees, contractors or invitees. Notwithstanding the foregoing, Landlord shall have no obligation to repair any damage arising from any negligent or intentional act or omission of County.

**Section 5.02 Responsibility of Landlord.**

Landlord shall maintain the Premises in good repair and tenable condition during the Term of this Lease, except in the case of damage arising from any act of negligence of County. If Landlord shall fail to promptly repair any item in the Premises required to be repaired by Landlord under this Lease within thirty (30) days of notice from County of the need for such repair, County may terminate this Lease upon written notice to Landlord.



## **ARTICLE VI INSURANCE**

### **Section 6.01 Liability Insurance.**

County shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Hundred Thousand Dollars (\$100,000) per person and Two Hundred Thousand Dollars (\$200,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

### **Section 6.02 Personal Property.**

All of County's personal property placed or moved in the Premises shall be at the risk of the County or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

### **Section 6.03 Limited Indemnification.**

County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury or death caused by the negligence or wrongful acts or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which the County, if a private person, would be liable under the general laws of the State of Florida.

## **ARTICLE VII DAMAGE OR DESTRUCTION OF PREMISES AND/OR COUNTY'S ALTERATIONS**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, either party shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the County or the Landlord elects to terminate this Lease as provided in this Section, the Monthly Rent payable hereunder shall be prorated to the date of the casualty.

## **ARTICLE VIII UTILITIES AND SERVICES**

### **Section 8.01 Utilities.**

Landlord shall provide water, sewer, electricity, gas, cable, internet and telephone utility service to the Premises boundary, at Landlord's sole cost and expense. Landlord shall be solely responsible for and promptly pay directly to the utility company or the provider of such service all charges or assessments for water, sewer, gas, electricity, cable, telephone, internet, trash collection and removal and any other utility used or consumed by County. Landlord shall not be liable for an interruption or failure in the supply of such service to the Premises resulting from a failure of the utility company to provide service to the Premises.

### **Section 8.02 Services.**

Landlord acknowledges that County's use of the Premises may involve production and/or temporary storage of biomedical waste products, medically related hazardous substances, and/or special and infectious waste ("Medical Waste"). Landlord shall provide waste disposal services for the handling and disposal of all Medical Waste generated or produced on the Premises in accordance with all applicable laws, regulations and orders, at Landlord's sole cost and expense. County shall keep all Medical Waste in proper containers and shall not mix or dispose of any Medical Waste with the general office refuse. Landlord shall also provide daily general janitorial; laundry and cleaning services for the Premises, at Landlord's sole cost and expense. For clarification purposes, Landlord's obligation to provide daily laundry services for the Premises includes but is not limited to the provision of linens, gowns and towels for the Premises. Furthermore, Landlord shall include security services to the Premises by all active security personnel who provide security services to Wellington Regional Medical Center, at Landlord's sole cost and expense.

## **ARTICLE IX ASSIGNMENT AND SUBLETTING**

County may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent, which consent shall be in Landlord's sole discretion. In the event of an approved assignment, County shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease.

## **ARTICLE X DEFAULT**

### **Section 10.01 Default by County.**

The occurrence of any one or more of the following shall constitute an Event of Default by County under this Lease: (i) failure by County to pay the Annual Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by County to perform or observe any of the agreements, covenants, or conditions contained in this Lease on County's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (iii) County's vacating or abandoning the Premises; or (iv) County's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, (i) Landlord shall have the right to give County notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by County, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease; or (ii) Landlord shall be permitted to pursue any other remedy available at law or equity. Notwithstanding anything herein to the contrary, in the event Landlord provides notice to the County of its intent to terminate the Lease Agreement as provided herein and such default is cured within such thirty (30) day time period or within a reasonable period thereafter if the same cannot be cured within such period and County undertakes such cure within such period and the Landlord is so notified, this Lease will continue.

### **Section 10.02 Default by Landlord.**

Landlord shall be in default of this Lease if Landlord shall fail to observe or perform any term, covenant, or condition of this Lease on the Landlord's part to be observed or performed, and the Landlord fails to remedy the same within thirty (30) days after notice from County. In the event the default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, Landlord shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that Landlord diligently proceeds with the curing of the default. In the event

that the default is not cured by Landlord within the foregoing time period, County may give to the Landlord a thirty (30) days notice specifying that the County intends to terminate this Lease. Upon receipt of said notice and expiration of the thirty (30) day period, this Lease and all obligations of County hereunder shall terminate and County shall thereupon be relieved of all further obligations hereunder.

#### **ARTICLE XI ACCESS BY LANDLORD**

Landlord and Landlord's agents and employees shall have the right upon reasonable prior notice to County (except that no notice is required to be given in the case of an emergency) to enter upon the Premises for the purpose of inspection, maintenance, repair of the Premises, or the provision of services set forth in Section 8.02 above, which are Landlord's responsibility hereunder. Any such entrance into the Premises shall be conducted by Landlord in a manner calculated to minimize interference with or disruption of County's operations within the Premises.

#### **ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Notwithstanding anything in the foregoing to the contrary, in the event the Board of County Commissioners of Palm Beach County do not allocate funding sufficient to fulfill County's obligations hereunder, County shall have the right at any time to terminate this Lease upon thirty (30) days prior written notice to Landlord. Furthermore, notwithstanding anything in this Lease to the contrary, either party shall have the right to cancel this Lease for any reason upon ninety (90) days prior written notice to the other party, whereupon the parties shall be relieved of all further obligation hereunder.

#### **ARTICLE XIII QUIET ENJOYMENT**

Upon the observance and performance of all the covenants, terms, and conditions on County's part to be observed and performed, County shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

#### **ARTICLE XIV CONDEMNATION**

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the County elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall

be prorated to the date of termination. County will be allowed not less than sixty (60) days notice to remove its property from the Premises.

## **ARTICLE XV MISCELLANEOUS**

### **Section 15.01 Waiver, Accord and Satisfaction.**

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by County requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by County.

### **Section 15.02 Criminal History Records Check**

Landlord shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance") if Landlord's employees, agents, or contractors are required under this Lease to enter or work at the site of a "critical facility" as identified in Resolution R2003-1274. Landlord acknowledges and agrees that all employees, agents, and contractors who are to perform work in a critical facility will be subject to a fingerprint check based criminal history check.

### **Section 15.03 Public Entity Crimes.**

As provided in Florida Statutes 287.132-133, Landlord hereby certifies that neither Landlord nor its employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

### **Section 15.04 Entire Agreement.**

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and County concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or County unless reduced to writing and signed by them.

### **Section 15.05 Notices.**

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

If to the Landlord at:

Wellington Regional Medical Center  
Attention: Chief Executive Officer  
10101 Forest Hill Boulevard  
Wellington, Florida 33414  
Telephone: 561- 798-8501  
Fax: 561-798-8569

with a copy to:

Wellington Regional Medical Center  
Attention: Chief Operating Officer  
10101 Forest Hill Boulevard  
Wellington, Florida 33414  
Telephone: 561- 798-8501  
Fax: 561-798-8569

If to the County at:

Palm Beach County  
Justice Services and Victim Services & Rape Crisis Center  
Attention: Nicole Bishop  
205 North Dixie, Highway, Room 5.1100  
West Palm Beach, Florida 33401  
Telephone: 561-355-1723  
Fax: 561-355-3097

with a copy to:

Property & Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605  
Telephone: 561-233-0217  
Fax: 561-233-0210

Palm Beach County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Telephone: 561-355-2225  
Fax: 561-355-4398

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

**Section 15.06 Brokers' Commission.**

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

**Section 15.07 Severability.**

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 15.08 Captions.**

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

**Section 15.09 Recording.**

County shall be entitled to record this Lease or a Memorandum of Lease in the public records of Palm Beach County for the purpose of providing public notice of County's interest in the Premises.

**Section 15.10 Waiver of Jury Trial.**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

**Section 15.11 Governing Law and Venue.**

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

**Section 15.12 Time of Essence.**

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**Section 15.13 Benefit and Binding Effect.**

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

**Section 15.14 Radon.**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

**Section 15.15 Non-Exclusivity of Remedies.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 15.16 Non-Discrimination.**

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

**Section 15.17 Construction.**

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

**Section 15.18 Incorporation by Reference.**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

**Section 15.19 Office of the Inspector General.**

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

**Section 15.20 Disclosure of Beneficial Interest**

Landlord represents that: (i) Landlord is a wholly owned subsidiary of Universal Health Services, Inc., a Delaware corporation; (ii) Universal Health Services, Inc. is an entity that is registered with the Federal Securities Exchange Commission whose interest is for sale to the general public; and (iii) Landlord is exempt from the requirements of Section 286.23 of the Florida Statutes.

**Section 15.21 Effective Date of Lease.**

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(remainder of the page is intentionally left blank)

IN WITNESS WHEREOF, Landlord and County have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

[Handwritten Signature]  
Witness Signature

Enk W. Olson  
Print Witness Name

[Handwritten Signature]  
Witness Signature

TERMI J. NELSON  
Print Witness Name

WELLINGTON REGIONAL MEDICAL CENTER INCORPORATED

By: [Handwritten Signature]  
Jerel Humphrey, CEO

(SEAL)

ATTEST:

SHARON R. BOCK  
CLERK & COMPTRROLLER

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Karen T. Marcus, Chair

Signed and delivered in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

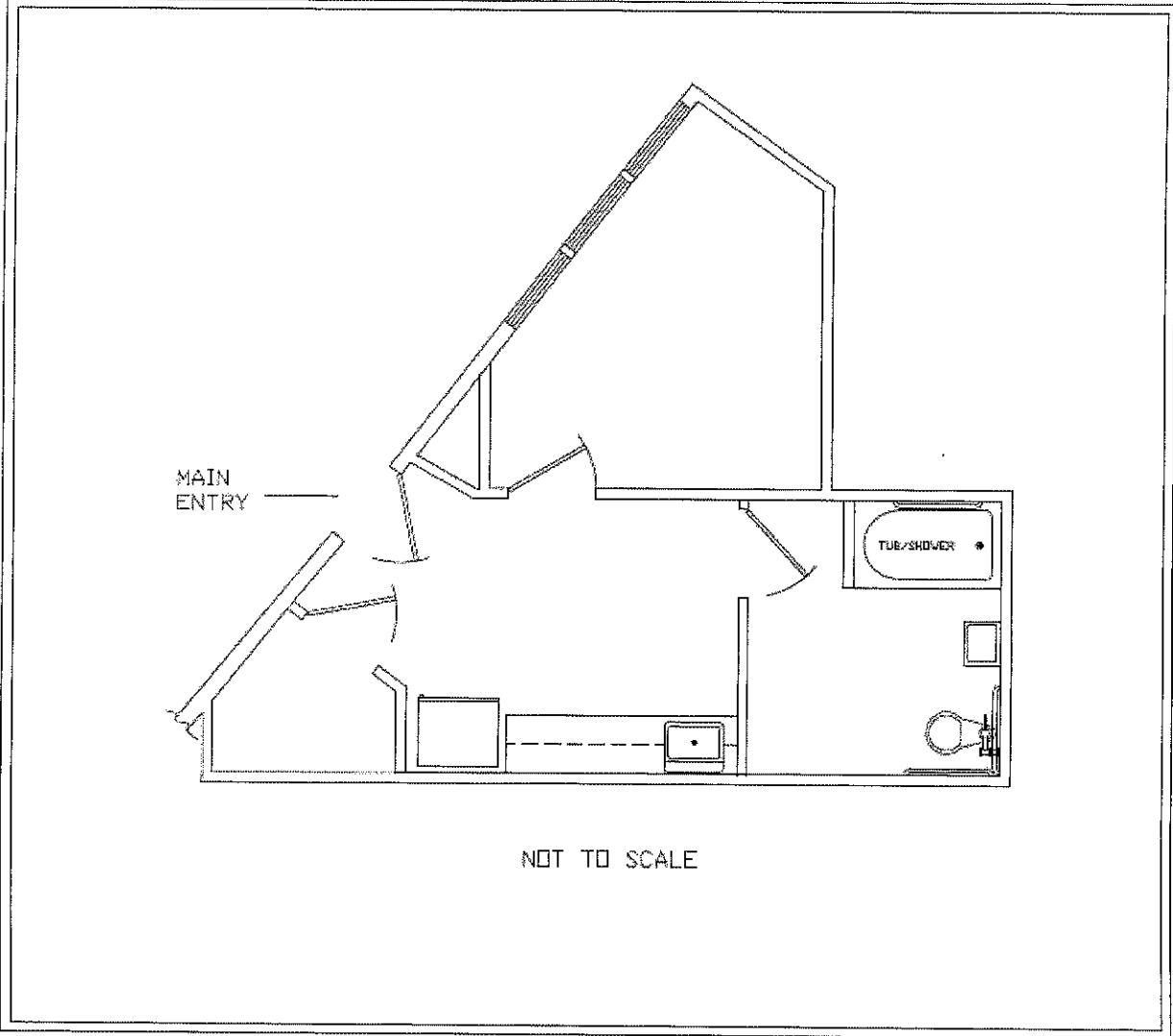
By: [Handwritten Signature]  
Assistant County Attorney

By: [Handwritten Signature]  
Department Director



EXHIBIT "A"

FLOOR PLAN OF "PREMISES"

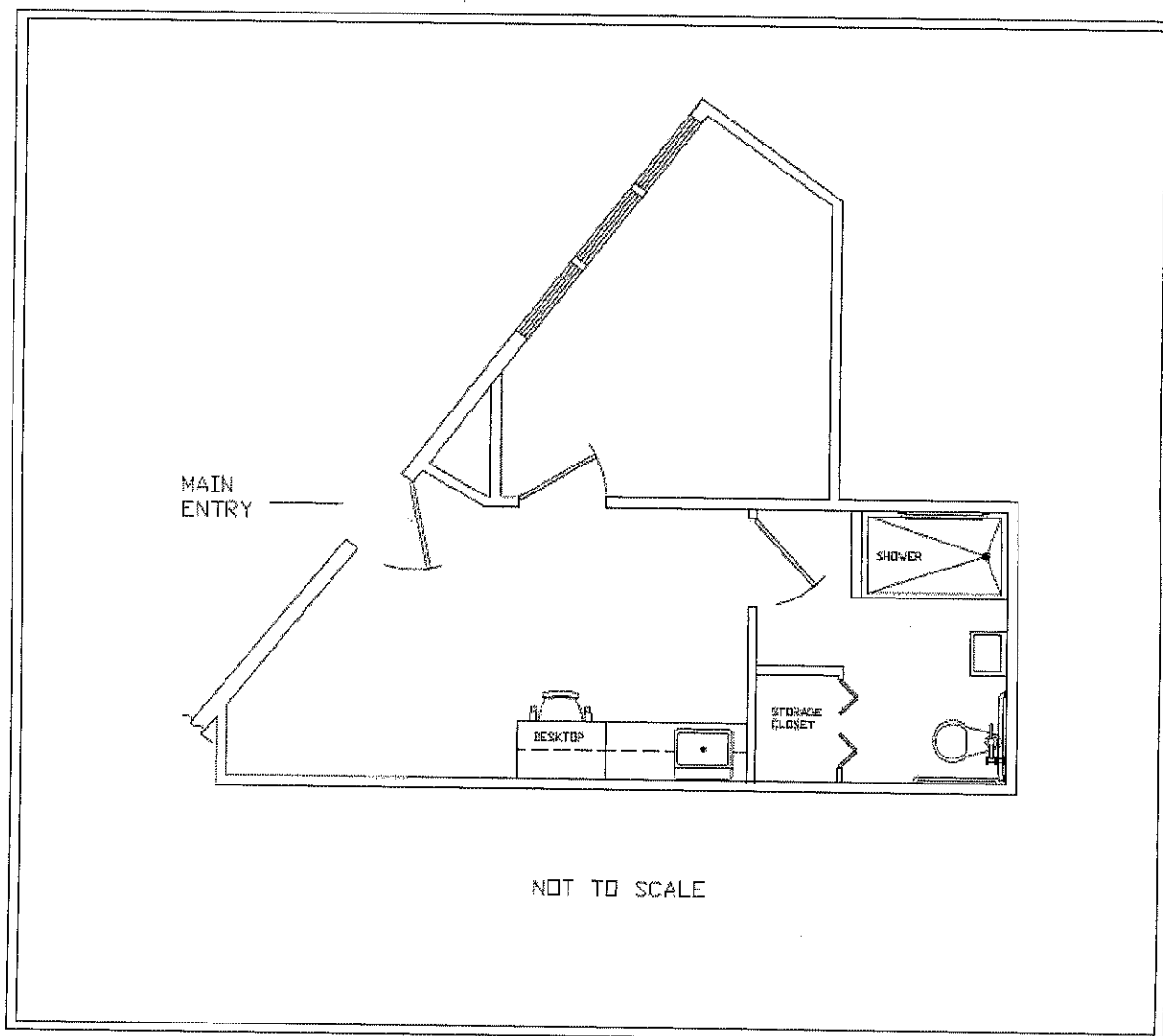


## EXHIBIT "B"

### LANDLORD'S WORK

Landlord shall renovate the interior of the Premises per the sketch below. Furthermore, Landlord will complete the following work on the interior of the Premises:

1. Removal of bathtub and installation of ADA compliant shower stall.
2. Removal and replacement of flooring in the bathroom.
3. Installation of a wardrobe closet in the bathroom.
4. Cut existing millwork/kitchen cabinetry to convert end into desk as shown on drawing. Desk height shall be 30" above finished floor.
5. Removal and replacement of existing kitchen sink.
6. Removal of closet located in the kitchen.
7. Repair of ceilings as needed.
8. Patch and paint all walls.
9. Any necessary plumbing and electrical work, which results from the renovations set forth herein.
10. Buff and re-wax all vinyl flooring in the Premises.



Agenda Item #: 3X3

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: August 16, 2011       Consent     Regular  
    Ordinance    Public Hearing

Submitted By: Department of Public Safety  
Submitted For: Division of Victim Services

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: **A) Approve** the contract with the State of Florida, Department of Health, to receive funding to establish a Sexual Assault Response Team (SART) and exam site in the amount of \$880,662 for the period of September 1, 2011 through June 30, 2014; and

**B) Authorize** the County Administrator or his designee to execute contracts and amendments utilizing funding from the State of Florida, Department of Health on behalf of the Board of County Commissioners; and

**C) Approve** a budget amendment of \$880,662 in the FL Dept of Health SART Program fund to recognize funding from the State of Florida, Department of Health; and

**D) Approve** the addition of two (2) Victim Advocate positions (Pay grade 25) and one (1) Therapist (pay grade 32) which are 100% state funded.

**Summary:** The Division of Victim Services was awarded start-up and reoccurring funding from the State of Florida, Department of Health, to implement a sexual assault forensic exam facility in Palm Beach County. Funding will be used to purchase equipment, furnishing and medical supplies for the forensic examination site, for personnel costs for the first year of the project, for operational expenses for a medical provider, and for specialized training and rent at Wellington Regional Medical Center. The project will be based out of Wellington Regional Medical Center where trained Sexual Assault Nurse Examiners (SANE) will conduct forensic rape examinations for the purpose of providing patient assessment and medical treatment, documenting and collecting forensic evidence, and preparing for offender prosecution. Approximately 250 forensic examinations will be completed annually at the designated treatment facility. A Medical Provider will be subcontracted with to provide Nurses, who will be trained as Sexual Assault Nurse Examiners and scheduled on a standby rotation to provide these exams. Funding for personnel is designated for two rape crisis advocates and one licensed therapist. The state funded positions will be approved for the length of the funding and will be eliminated when the funding is discontinued. Training dollars are budgeted to assist qualified nurses with certification in the Sexual Assault Nurse Examiner program. Countywide (GB).

**Background and Justification:**

Palm Beach County Victim Services is a certified Rape Crisis Center who serves over 250 primary victims and 750 secondary victims of sexual assault annually.

**Attachments:**

1. Contract
2. Budget Amendment

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Recommended by: Vincent G. Bonaventura      8/3/11  
Department Director      Date

Approved By: Vincent G. Bonaventura      8/3/11  
Assistant County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	880,662	_____	_____	_____	_____
External Revenues	(880,662)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	<u>0</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X

Budget Account Exp No: Fund Department Unit Object  
 Rev No: Fund Department Unit Rev. Source

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Grant: SART program  
 Fund: FL Dept of Health SART Program fund  
 Unit: SART Program

Departmental Fiscal Review: Stephanie Sepucha

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

X No match required

[Signature]  
 OFMB  
 8/15/11

[Signature]  
 Contract Administration

**B. Legal Sufficiency:**  
[Signature]  
 Assistant County Attorney

This Contract complies with our contract review requirements.  
 This contract conforms to the State of Florida E verify requirements.

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

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CFDA No.  
CSFA No.

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
STANDARD CONTRACT

Client  Non-Client  
 Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners hereinafter referred to as the *provider*.

**THE PARTIES AGREE:**

**I. THE PROVIDER AGREES:**

- A. To provide services in accordance with the conditions specified in Attachment I.**  
**B. Requirements of §287.058, Florida Statutes (FS)**

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

**C. To the Following Governing Law**

**1. State of Florida Law**

This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

**2. Federal Law**

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- c. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- d. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department.
- e. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- f. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

**D. Audits, Records, and Records Retention**

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the department as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:

- a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

- 1) allowable under the contract and applicable laws, rules and regulations;
- 2) reasonable; and
- 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

- b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

#### E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

#### F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

#### G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

#### H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

#### I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.

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3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

**J. Return of Funds**

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

**K. Incident Reporting**

**Abuse, Neglect, and Exploitation Reporting**

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

**L. Transportation Disadvantaged**

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

**M. Purchasing**

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. **Procurement of Materials with Recycled Content**  
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. **MyFloridaMarketPlace Vendor Registration**  
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. **MyFloridaMarketPlace Transaction Fee**  
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider shall pay to the State.  
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.  
The Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

**N. Civil Rights Requirements**

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

**O. Independent Capacity of the Contractor**

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.

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3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

**P. Sponsorship**

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health.* If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

**Q. Final Invoice**

To submit the final invoice for payment to the department no more than 30 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

**R. Use of Funds for Lobbying Prohibited**

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime and Discriminatory Vendor**

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

**T. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**U. Construction or Renovation of Facilities Using State Funds**

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**V. Electronic Fund Transfer**

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.



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**W. Information Security**

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

**II. THE DEPARTMENT AGREES:**

**A. Contract Amount**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$880,662 subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

**B. Contract Payment**

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

**C. Vendor Ombudsman**

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

**III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE**

**A. Effective and Ending Dates**

This contract shall begin on September 1, 2011 or on the date on which the contract has been signed by both parties, whichever is later. It shall end on June 30, 2014.

**B. Termination**

**1. Termination at Will**

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**2. Termination Because of Lack of Funds**

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

**3. Termination for Breach**

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

**4. Termination for Failure to Satisfactorily Perform Prior Agreement**

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

**C. Renegotiation or Modification**

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

10/08

**D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)**

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners  
205 North Dixie Hwy, Suite 5.1100  
West Palm Beach, Florida  
33401

2. The name of the contact person and street address where financial and administrative records are maintained is:

Nicole Bishop  
205 North Dixie Hwy, Suite 5.1100  
West Palm Beach, Florida  
33401

3. The name, address, and telephone number of the contract manager for the department for this contract is:

Angela Marcus  
4052 Bald Cypress Way, Bin A-13  
Tallahassee, Florida 32399-1723  
(850) 245-4444, ext. 2951

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

Nicole Bishop  
205 North Dixie Hwy, Suite 5.1100  
West Palm Beach, Florida 33401  
(561) 355-1723

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

**E. All Terms and Conditions Included**

This contract and its attachments as referenced, I, II, III, IV contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this 28 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

SIGNATURE:

PRINT/TYPE NAME: KAREN T. MARCUS

PRINT/TYPE NAME: ANNETTE PHELPS, ARNP, MSN

TITLE: CHAIR

TITLE: DIRECTOR, DIVISION OF FAMILY HEALTH SERVICES

DATE:

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE: N/A

FEDERAL EID# (OR SSN): VF59-60000785

PROVIDER FISCAL YEAR ENDING DATE: SEPTEMBER 30TH

ATTACHMENT I

A. Services to be Provided.

1. Definition of Terms.

a. Contract Terms.

Contract Manager – An individual designated by the Department of Health to be responsible for the monitoring and management of the contract.

State Fiscal Year – July 1 through June 30.

Florida Department of Health – also referred to as DOH or department.

Florida Statute – F.S.

Provider – An organization or individual providing services to the department in accordance with the terms of this contract.

b. Programmatic Terms.

Advocacy and Accompaniment - In-person personal support and/or assistance to rape victims and their families.

Best Practice Protocols - technique or methodology that, through experience and research, have proven reliable that leads to a desired result (As referenced by the Office of the Attorney General in, "Adult and Child Sexual Assault Protocols, Initial Forensic Physical Examination 2007").

Confidential Referral System - Method of communication with others who provide services or resources to primary or secondary victims of sexual violence in which information may not be disclosed unless authorized by the victim.

Crisis Intervention/Counseling - Crisis support and/or guidance provided to primary or secondary victims in-person or by telephone.

Information and Referral - A response to requests or presenting need for information, referrals or assistance related to sexual violence, available and accessible 24 hours a day in person or by phone.

Florida Council Against Sexual Violence (FCASV) - The statewide agency that serves as a resource to the state on sexual violence issues. Their URL address is <http://www.fcasv.org/Intervention>.

Medical and Forensic Services: Medical and forensic evaluation, provided for both reporting and non-reporting victims of sexual violence on a 24-hour, 7-day a week basis. The medical and forensic examination shall be provided in a place and manner that protects the victim from re-victimization, conforms to the Attorney General's Protocol and adheres to the usual and customary chain of custody rules.

Monthly Progress Report - Documentation related to services and activities performed by the provider during a specific month and submitted to the department along with the invoice for payment.

DOH Primary Prevention Assessment Survey (PPAS) - A survey sent to assess local efforts toward preventing sexual violence. The information helps plan for future reports and activities.

Primary Victim - A resident or visitor of Florida, 12 years of age and older who is, or has been, the victim of sexual assault (rape).

Priority Population - Eligible clients for victim services which include all residents and visitors age 12 and older who are, or have been, the primary or secondary victim of sexual assault (rape).

Secondary Victim - The significant other, family member, friend, or any individual impacted by a primary victim's sexual assault.

Sexual Violence Data Registry (SVDR) - A DOH, Sexual Violence Prevention Program (SVPP) internet-based data system for the reporting of adult (12 years and older) victim sexual violence and primary prevention activities data. The SVDR accepts no personal identifiers, therefore insuring anonymity of victims. The data registry URL address is: <https://esetappsdo.h.do.h.state.fl.us/lrm00svr/pages/seclogin.aspx>.

DOH Supplemental Resource Manual - A manual that contains the required forms, such as progress notes, financial reporting and data collection forms, as well as other resource materials.

Support Groups - Facilitated meetings of victims of sexual violence with a supportive and/or educational focus.

Therapy - A professional therapeutic session conducted by a licensed therapist.

Timeline of Activities - A monthly calendar listing specific activities and services that the provider is required to perform and to annually update

Volunteer - An individual who agrees to provide services without monetary compensation. Volunteers must be held to the same credential standards as paid staff when performing duties for this contract.

## 2. General Description.

### a. Description of services:

Funds will be used to equip and staff at least one treatment facility that will provide sexual assault victims with crisis stabilization, expert medical care, forensic examinations, and trauma therapy. The project will identify a centralized hospital and/or community based facility where trained Sexual Assault Nurse Examiners (SANE) will conduct forensic rape examinations for the purpose of providing patient assessment and medical treatment, documenting and collecting forensic evidence, and preparing for offender prosecution.

### b. Scope of Service.

The Florida Department of Health (department) Sexual Violence Prevention Program (SVPP) is authorized to allocate and administer funds for the provision of services to the Palm Beach County Rape Crisis Treatment Center by the 2011 Legislative Session, Specific Appropriation 434, General Revenue. This contract is to provide reporting and non-reporting sexual assault victims with crisis stabilization, expert medical care, forensic examinations and trauma therapy. This project will identify a centralized hospital and/or community based facility with trained Sexual Assault Nurse Examiners (SANE) to conduct forensic rape exams to provide patients

assessment and medical treatment, collections of forensic evidence and preparation for offender prosecution.

3. Clients to be Served.

a. Client Description and Eligibility.

Florida residents and visitors to Palm Beach County that have been primary victims of sexual assault (rape) and secondary victims.

b. Client Determinations.

In the event of any disputes regarding the eligibility of clients the determination made by the department is final and binding on all parties.

c. Contract Limits.

This contract shall begin on September 1, 2011 or on the date which the contract has been signed by both parties, whichever is later, and end on June 30, 2014, and will not exceed \$880,662.00 pending the availability of funding.

B. Manner of Service Provision.

1. Service Tasks.

a. The provider shall:

- 1) Designate staff to participate in the regularly scheduled conference calls occurring approximately six times a year or as directed by the department.
- 2) Maintain a confidential referral system of all clients when providing primary victim services.
- 3) Report one hundred percent (100%) of agency client satisfaction survey results received for services rendered and funded by this contract.
- 4) Submit a financial audit, if conducted, even if provider expends under the threshold amount listed in Attachment II Financial and Compliance Audit, Part 1.
- 5) Submit an annual budget, in a format provided by the department, identifying costs and projected expenditures.
- 6) Provide a list of the personnel and resumes that are partially or fully paid by these contract funds which indicates the level of effect for these funds.
- 7) Maintain an up-to-date SVPP Victim Form (P-SAV) in the client file of services provided and funded through this contract.
- 8) Submit a yearly Timeline of Activities to be approved by DOH.
- 9) Accomplish tasks in Timeline of Activities.
- 10) Maintain an operational electronic mail (e-mail) account that is monitored daily during regular business hours. The department must be notified in writing of any changes to the electronic mail address immediately after such changes are made.
- 11) Provide awareness to the local community about the availability of victim services.
- 12) Ensure that any information given to clients is updated with medical data that reflects the most currently accepted medical facts for the topic.
- 13) Provide training opportunities for nurses to become Sexual Assault Nurse Examiners (SANE).
- 14) Ensure all staff working on this project complete FCASV Advocacy Core Training (ACT).
- 15) Develop advertising campaign to promote Sexual Assault Response Team (SART) Center.
- 16) Ensure availability or directly provide the following services to primary and secondary victims of sexual violence:
  - i. Advocacy and Accompaniment
  - ii. Crisis Intervention/Counseling

- iii. Information and Referral
- iv. Support Groups
- v. Therapy
- vi. Medical and Forensic Services

15) Submit monthly documentation to the department that will include (at a minimum) the following:

- (i) A properly completed invoice.
- (ii) A properly completed monthly progress report.
- (iii) A Primary Sexual Assault Victim Services (P-SAV) form.
- (iv) A copy of the Sexual Violence Data Registry (SVDR) report indicating data entry completed for the month.
- (v) Other reports as required.

16) Submit quarterly documentation to the department that will include (at a minimum) the following:

- (i) The quarterly financial expenditure report with actual expenditures and cumulative expenditures to date by budget category and line item.

17) Maintain and have available, when requested, backup documentation such as receipts, canceled checks, paid invoices, timesheets, etc., that support all expenditures.

18) Submit year-end summary report to the department.

## 2. Task Limits.

The provider shall not perform any tasks related to the project other than those described without the express written consent of the department.

## 3. Staffing Requirements.

### a. Staffing Levels.

The provider shall maintain an adequate administrative structure and support staff sufficient to fulfill its contractual responsibilities. In the event the department determines that the provider's staffing levels do not conform to those promised in the application, it shall advise the provider in writing and the provider shall have forty-five (45) days to remedy the identified staffing deficiencies.

The provider shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the department with an employee of equal or superior qualifications. The department's designated contract manager will exercise exclusive judgment in this matter.

### b. Professional Qualifications.

The provider will be responsible for the staff affiliated with the project, ensuring the education level, experience, training, and any professional licensure or certification that may be required by law necessary to successfully carry out assigned duties.

### c. Background Screening.

The provider shall ensure that those staff, subcontracted staff and volunteers performing services under this contract who have direct service contact with minors will have a background screening or criminal history (state and national) background check as provided in Section 943.0542(2), Florida Statutes. The background screening includes fingerprint checks through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI).

The provider and subcontractor must initiate background screening, including fingerprinting, at the time an individual who is required to undergo a background screening accepts a job offer or position to provide direct services to minors under this contract. No individual shall provide direct services to minors under this contract if the individual has an unfavorable background screening reflecting offenses in Section 435.04(2), Florida Statutes. The background screening results shall be retained and made available for review during the provider's site visit. Failure to comply with background screening requirements may result in the termination of the contract.

The provider or the subcontractor does not have to re-screen staff or volunteers that have been previously screened for purposes of employment or due to licensure within the last five years, provided the background results are made available to the Department.

d. Staffing Changes.

The provider shall staff the project with key personnel who are considered by the department to be essential to the project. Prior to diverting any of the proposed individuals, the provider shall notify and obtain written approval from the department of the proposed substitution. Written justification should include documentation of the circumstances requiring the changes and a list of proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with department staff.

e. Subcontracts.

The provider may, only with prior written approval of the department, enter into written subcontracts for performance of specific services under this contract. No subcontract that the provider enters into with respect to performance under the contract shall in any way relieve the provider of any responsibility for performance of its responsibilities with the department. The department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

The department encourages the use of minority vendors for subcontracting opportunities. When a minority vendor is used the provider shall submit a monthly Minority Business Enterprise Report utilizing the form contained in Attachment III summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month and for the project to date. The report shall be completed in accordance with this contract and must be forwarded to the assigned contract manager.

4. Service Location and Equipment.

a. Service Delivery Location.

The provider must supply a convenient and safe location for service provision in locations that are readily accessible to the priority population. The provider must ensure services will only occur within their proposed counties, communities, or priority populations, without overlap of currently funded sites.

b. Service Times.

The provider must provide services at times that the priority populations are accessible. The provider must remain operational, provide reports, and enter data in the SVDR for the entire contract, even if the deliverables have been met before the contract ending date.

c. Changes in Location.

The provider shall notify the department in writing a minimum of one week prior to making any changes in location that will affect the department's ability to contact the provider by telephone or facsimile.

d. Equipment.

The provider must include any consideration for costs associated with the provision of equipment and computer software in the yearly budget submitted. Such costs may include, but are not limited to, computers, telephones, copiers, fax machines, equipment maintenance and office supplies. Computer capability, at a minimum, must be maintained allowing for operation of Microsoft Windows 2003 or higher, Excel, and electronic mail.

5. Deliverables.

a. Service Units.

The provider will provide the services, documentation of those services, reports as outlined in Section B.1.a (Service Tasks) of this Attachment I.

b. Reports.

- 1) A properly completed monthly progress report shall be submitted by the 15<sup>th</sup> day of the month following the end of the month documenting the deliverables performed during that period. All deliverables will need to be fulfilled prior to submission of the final invoice and progress report and data entered into the Sexual Violence Data Registry. The monthly progress report is provided in the DOH Supplemental Resource Manual and must accompany the invoice for payment and shall minimally include the following:
  - (i) Description of the entity's progress in meeting each of the programmatic deliverables including the identification of any problems or constraints encountered during the month, and any changes in resources available to operate the project.
  - (ii) Identification of outstanding issues and concerns, including programmatic strengths, weaknesses, opportunities and threats and how these outstanding issues and concerns will be addressed.
  - (iii) Identification of administrative issues, including budgetary and personnel concerns or changes, changes in location or service delivery methods, as well as, any changes or addition of sub-contractual agreements.
  - (iv) Identification of any special events or media activity, if any, implemented or materials produced or purchased and distributed during the month for the purpose of project marketing.
  - (v) Compilation of agency client satisfaction survey results for the month.
  - (vi) A copy of the Sexual Violence Data Registry (SVDR) report that indicates service data has been entered.
  - (vii) A list of the personnel that are partially or fully paid by these contract funds.
  - (viii) A copy of the Sexual Violence Primary Victim Service Form (P-SAV) for each DOH client.

Other reports as may be required during the contract period.

- 2) The provider shall submit a quarterly financial report stating, by budget line item, all expenditures made as a direct result of services provided through the funding of the contract to the department within thirty (30) days of the end of each quarter. Each report must be accompanied by a statement signed by an individual with legal authority to bind the provider certifying that the expenditures are true, accurate and directly related to the contract.
- 3) The contract agreement requires the delivery of reports to the department, however, mere receipt by the department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The department reserves the right to reject



reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the contract. The department, at its option, may allow additional time for the provider to remedy the objections noted by the department. The department may, after having given the provider a reasonable opportunity to complete, make adequate or acceptable may declare this agreement to be in default.

c. Records and Documentation.

The provider will maintain for six (6) years, at a minimum copies of the following records and documentation:

- 1) victim service notes and PSAV forms
- 2) monthly narrative reports
- 3) monthly invoice
- 4) quarterly financial reports

To the extent that information is utilized in the performance of the contractual agreement or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, Florida Statutes, or otherwise. It is expressly understood that the provider refusal to comply with Chapter 119, Florida Statutes, shall constitute an immediate breach of the financial assistance agreement and entitles the department to unilaterally cancel the contractual agreement. The provider will be required to promptly notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this contract shall be retained by the provider for a period of six (6) years after the termination of the contract or longer as may be required by any renewal or extension of the contract. During the record retention period, the provider agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the department's standard word processing format (Microsoft Word 2003 or higher). If this standard should change, it will be at no cost to the department. Data files will be provided in a format readable by the department.

The provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The provider further agrees to hold the department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the provider of confidential records whether public record or not and promises to defend the department against the same at its expense.

The provider shall maintain all records required to be maintained pursuant to the contract in such manner as to be accessible by the department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

6. Performance Specifications.

a. Outcomes and Outputs.

The provider will be required to report monthly on the following outcomes and outputs as performance measures as they relate to tasks identified in Section B, 1:

The provider will maintain a confidential referral system to ensure anonymity for primary victims of sexual violence one hundred percent (100%) of the contract period.

b. Monitoring and Evaluation Methodology.

By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, the department will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive determination of the department.

The provider must comply with the requirements of the department's Standard Contract, section I.E., with reference to monitoring by the department.

The provider agrees to fully cooperate with the department in the conduct of both performance audits and financial audits.

This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this contract and is not to be construed as a limitation upon them. The provider agrees to include these audit and record keeping requirements in all approved subcontracts and assignments.

The provider will be evaluated through:

- 1) On-site monitoring visits or,
- 2) Desk reviews to examine monthly reports, invoices and data summaries usually found in the contract manager's file.

#### 7. Provider Responsibilities.

##### a. Provider Unique Activities.

The provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Section B. 1. of the Attachment I. By execution of a resulting contract, the provider recognizes singular responsibility for the tasks, activities, and deliverables described therein and warrants they have fully informed themselves of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agree to be fully accountable for the performance thereof.

##### b. Mandatory Reporting.

If an individual reveals that he/she is a current victim of child abuse, abandonment, or neglect, as defined in Chapter 39.201, F.S., or abuse, neglect, or exploitation of vulnerable adults (elderly or disabled), as defined in Chapter 415.1034, F.S., a report must be made to the Florida Department of Children and Families Abuse hotline (1-800-96-ABUSE).

##### c. Coordination with Other Providers, Entities.

The provider shall ensure their services and activities are coordinated with other local entities to ensure non-duplication of services and shall include, but are not limited to county health departments, Florida Council Against Sexual Violence, Florida Coalition Against Domestic Violence, and other state or federally funded projects. Failure of other entities does not alleviate the provider from any accountability for tasks or services the provider is obligated to perform pursuant to the resulting contract.

#### 8. Department Responsibilities.

##### a. Department Obligations.

The department will provide technical support and assistance to the provider within the resources of the department. The support and assistance, or lack thereof, shall not relieve the provider from full performance of contract requirements.

b. Department Determinations.

The department reserves the exclusive right to make certain determinations in these specifications. The absence of the department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

C. Method of Payment.

1. Payment Clause.

This is a fixed price (fixed fee) contract. Payments shall be made upon receipt, review and approval of deliverables and the monthly invoice submitted by the provider. Payment may be authorized only for deliverables on the invoice that are in accordance with the terms and conditions of this contract. All exceptions must be pre-approved in writing by the contract manager.

2. Invoice Requirements.

The provider shall request payment on a monthly basis through submission of a properly completed invoice (Attachment IV) within 15 days following the end of the period for which payment is being requested. Charges on the invoice must be accompanied by supporting documentation. Payment may be authorized only for services on the invoice that is in accord with the list below and other terms and conditions of this contract. In addition to the invoice, a monthly progress report and other supporting documentation as required by the department shall be submitted using the forms provided in the DOH Supplemental Resource Manual. Service to primary victims and their families must be provided throughout the funding period. Notwithstanding any other provisions of the contract, failure of the provider to provide the services and activities as specified under the resulting contract may result in the department reducing or withholding payment.

a. Invoicing and Payment of Fixed Price:

09/01/2011-06/30/2012		
Report for:	Due date:	Invoice Amount
September 2011	October 15 <sup>th</sup>	\$31,658.40
October 2011	November 15 <sup>th</sup>	\$31,658.40
November 2011	December 15 <sup>th</sup>	\$31,658.40
December 2011	January 15 <sup>th</sup>	\$31,658.40
January 2012	February 15 <sup>th</sup>	\$31,658.40
February 2012	March 15 <sup>th</sup>	\$31,658.40
March 2012	April 15 <sup>th</sup>	\$31,658.40
April 2012	May 15 <sup>th</sup>	\$31,658.40
May 2012	June 15 <sup>th</sup>	\$31,658.40
June 2012	July 15 <sup>th</sup>	\$31,658.40

b. Payment Reductions.

The department shall proportionately reduce payment if the provider fails to submit required reports, performs tasks or services, or meet deliverables. Failure to meet deliverables as identified in the Service Tasks or Timeline of Activities shall result in proportionate reduction in payment no more than the total fixed monthly invoice amount.

Additionally, DOH may reduce the monthly payment to the provider based on the Service Tasks, or Timeline of Activities not completed. The department, at its discretion, may pay the provider for deliverables completed after the due date.

The provider agrees to refund to the department, any unused funds from payments made by the department, which are subsequently disallowed pursuant to the terms of the contract. Such refunds shall be due within thirty (30) days following the end of the contract or from the time the overpayment is discovered.

c. Travel.

Prior approval, in accordance with Section 112.061, F.S., must be certified on Form C-676C (State of Florida Authorization to Incur Travel Expense) with a copy of the program or agenda of the conference attached.

D. Special Provisions.

1. Publication Requirement.

**Public Health Grant Policy Statement PUBLICATION REQUIREMENT:**

Providers shall obtain pre-approval from the department before using any publications, media, or program advertisements paid in part or in full with these funds. All providers shall place an acknowledgement of the grant support on any publication written or published with such support and if feasible, on any publication reporting the results of or describing a grant supported activity.

Acknowledgement shall be to the effect that "This publication was made possible by the 2011 Legislative Session, Specific Appropriation 434, General Revenue administered by the State of Florida, Department of Health (DOH)" and if a disclaimer is appropriate, "The contents are solely the responsibility of the authors and do not necessarily represent the official views of DOH."

2. Contract Renewal.

This contract may be renewed on a yearly basis not to exceed three (3) years or the term of the original contract, whichever period is longer and shall be subject to the same terms and conditions. The renewal is contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. The renewal may not include any compensation for costs associated with the renewal. Each renewal shall be by mutual consent of both parties and evidenced in writing.

3. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

End of Text

## ATTACHMENT II

### FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the provider expends \$500,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the provider expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

## **PART II: STATE FUNDED**

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

## **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

[SingleAudits@doh.state.fl.us](mailto:SingleAudits@doh.state.fl.us)

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of Health as follows:

[SingleAudits@doh.state.fl.us](mailto:SingleAudits@doh.state.fl.us)

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

[SingleAudits@doh.state.fl.us](mailto:SingleAudits@doh.state.fl.us)

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.

B. The Auditor General's Office at the following address:

Auditor General's Office  
Claude Pepper Building, Room 401.

111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

**End of Text**



EXHIBIT 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:

Federal Program 1 \_\_\_\_\_  
CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

Federal Program 2 \_\_\_\_\_  
CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL FEDERAL AWARDS \$ \_\_\_\_\_

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO  
THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF  
THE FOLLOWING:

Matching resources for federal program(s)  
CFDA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

State financial assistance subject to Sec. 215.97, F.S.:  
CSFA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.  
\$ \_\_\_\_\_

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS  
AGREEMENT ARE AS FOLLOWS:

EXHIBIT 2

**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

- Vendor not subject to OMB Circular A-133 and/or Section 215.97, F.S.
- Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.
- Exempt organization not subject to OMB Circular A-133 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and/or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-006(2), FAC [state financial assistance] and Section 400 OMB Circular A-133 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

- 2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles\*
- OMB Circular A-102 – Administrative Requirements\*\*
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

- 2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles\*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

**EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:**

- 2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles\*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

\*\*For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

**STATE FINANCIAL ASSISTANCE.** Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules and regulations:

Section 215.97, Fla. Stat.  
Chapter 69I-5, Fla. Admin. Code  
State Projects Compliance Supplement  
Reference Guide for State Expenditures  
Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at <http://www.doh.state.fl.us/> by selecting "Contract Administrative Monitoring" in the drop-down box at the top of the Department's webpage. \* Enumeration of laws, rules and regulations herein is not exhaustive nor exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

End of Text

### EXHIBIT 3

#### INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Effective April 1, 2011, Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to the Provider and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
- Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Contract Administrative Monitoring Unit, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFACM), Tallahassee, FL 32399-1729.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2009-10 fiscal year for the City of Gainesville, the document should be entitled 2010 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to [SingleAudits@doh.state.fl.us](mailto:SingleAudits@doh.state.fl.us) or by telephone to the Single Audit Review Section at (850) 245-4444 ext. 3071.

End of Text

## Single Audit Data Collection Form

### GENERAL INFORMATION

**1. Fiscal period ending date for the Single Audit.**

Month	Day	Year
/	/	

**2. Auditee Identification Number**

a. Primary Employer Identification Number (EIN)

	-	
--	---	--

b. Are multiple EINs covered in this report  Yes  No  
 c. If "yes", complete No. 3.

**3. ADDITIONAL ENTITIES COVERED IN THIS REPORT**

Employer Identification #

	-		-		-		-	
	-		-		-		-	
	-		-		-		-	

Name of Entity

---



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**4. AUDITEE INFORMATION**

a. Auditee name: \_\_\_\_\_

b. Auditee address (number and street) \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

c. Auditee contact  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

d. Auditee contact telephone  
( ) - \_\_\_\_\_

e. Auditee contact FAX  
( ) - \_\_\_\_\_

f. Auditee contact E-mail  
\_\_\_\_\_

**5. PRIMARY AUDITOR INFORMATION**

a. Primary auditor name: \_\_\_\_\_

b. Primary auditor address (number and street) \_\_\_\_\_

\_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

c. Primary auditor contact  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

d. Primary auditor contact telephone  
( ) - \_\_\_\_\_

e. Primary auditor E-mail  
( ) - \_\_\_\_\_

f. Audit Firm License Number  
\_\_\_\_\_

**6. AUDITEE CERTIFICATION STATEMENT** – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of OMB Circular A-133 and/or Section 215.97, Fla. Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

**AUDITEE CERTIFICATION** Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Audit Received From Auditor: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Certifying Official: \_\_\_\_\_  
*(Please print clearly)*

Title of Certifying Official: \_\_\_\_\_  
*(Please print clearly)*

Signature of Certifying Official: \_\_\_\_\_

--	--

Attachment III



**DEPARTMENT OF HEALTH REPORTING OF MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES**

*PLEASE COMPLETE AND REMIT THIS REPORT WITH EACH INVOICE/REQUEST FOR PAYMENT SENT TO YOUR DOH CONTRACT MANAGER.*

**COMPANY NAME:** \_\_\_\_\_

**DEPARTMENT OF HEALTH CONTRACT NUMBER:** \_\_\_\_\_

**REPORTING PERIOD-FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

REPORT EXPENDITURES MADE TO YOUR SUBCONTRACTORS WHO ARE CERTIFIED MINORITY BUSINESS ENTERPRISES AS DEFINED IN SECTION 288.703, FLORIDA STATUTES

<u>CMBE SUBCONTRACTOR NAME</u>	<u>SUBCONTRACTOR'S CMBE NUMBER</u>	<u>PERIOD EXPENDITURES</u>

REPORT EXPENDITURES MADE TO YOUR SUBCONTRACTORS WHO ARE MINORITY NON-PROFIT ORGANIZATIONS OR MINORITY BUSINESS ENTERPRISES BUT ARE NOT A CERTIFIED MINORITY BUSINESS ENTERPRISES

<u>NON-CMBE SUBCONTRACTOR/ NON-PROFIT ORGANIZATION NAME</u>	<u>SUBCONTRACTOR'S FEID</u>	<u>PERIOD EXPENDITURES</u>

<p><b>DOH USE ONLY</b>  <b>REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):</b>          SEND COMPLETED FORMS THROUGH INTEROFFICE MAIL TO: JODI BAILEY, MBE</p>
--

COORDINATOR, BUREAU OF GENERAL SERVICES, BIN NUMBER B06, TALLAHASSEE, FL.  
32399-1734

**DEFINITIONS:**

**MINORITY PERSON** MEANS A LAWFUL, PERMANENT RESIDENT OF FLORIDA WHO IS:

- (A) **AN AFRICAN AMERICAN**, A PERSON HAVING ORIGINS IN ANY OF THE RACIAL GROUPS OF THE AFRICAN DIASPORA.
- (B) **A HISPANIC AMERICAN**, A PERSON OF SPANISH OR PORTUGUESE CULTURES WITH ORIGINS IN SPAIN, PORTUGAL, MEXICO, SOUTH AMERICA, CENTRAL AMERICA, OR THE CARIBBEAN, REGARDLESS OF RACE.
- (C) **AN ASIAN AMERICAN**, A PERSON HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF THE FAR EAST, SOUTHEAST ASIA, THE INDIAN SUBCONTINENT, OR THE PACIFIC ISLANDS, INCLUDING THE HAWAIIAN ISLANDS PRIOR TO 1778.
- (D) **A NATIVE AMERICAN**, A PERSON WHO HAS ORIGINS IN ANY OF THE INDIAN TRIBES OF NORTH AMERICA PRIOR TO 1835, UPON PRESENTATION OF PROPER DOCUMENTATION THEREOF AS ESTABLISHED BY RULE OF THE DEPARTMENT OF MANAGEMENT SERVICES.
- (E) **AN AMERICAN WOMAN**.

**SMALL BUSINESS** MEANS AN INDEPENDENTLY OWNED AND OPERATED BUSINESS CONCERN THAT EMPLOYS 100 OR FEWER PERMANENT FULL-TIME EMPLOYEES AND HAS A NET WORTH OF NOT MORE THAN \$3,000,000 AND AN AVERAGE NET INCOME, AFTER FEDERAL INCOME TAXES, OF NOT MORE THAN \$2,000,000.

**CERTIFIED MINORITY BUSINESS ENTERPRISE** MEANS A SMALL BUSINESS WHICH IS AT LEAST 51 PERCENT OWNED AND OPERATED BY A MINORITY PERSON(S), WHICH HAS BEEN CERTIFIED BY THE CERTIFYING ORGANIZATION OR JURISDICTION IN ACCORDANCE WITH SECTION 287.0943(1).

**NON-CERTIFIED MINORITY BUSINESS** MEANS A SMALL BUSINESS WHICH IS AT LEAST 51 PERCENT OWNED AND OPERATED BY A MINORITY PERSON(S).

**MINORITY NON-PROFIT ORGANIZATION** MEANS A NOT-FOR-PROFIT ORGANIZATION THAT HAS AT LEAST 51 PERCENT MINORITY BOARD OF DIRECTORS, AT LEAST 51 PERCENT MINORITY OFFICERS, OR AT LEAST 51 PERCENT MINORITY COMMUNITY SERVED.

**II. INSTRUCTIONS**

- A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B) ENTER THE DOH CONTRACT NUMBER.
- C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D) ENTER CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
  - 1. ENTER THE CMBE SUBCONTRACTOR'S NAME.
  - 2. ENTER THE SUBCONTRACTOR'S CMBE NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER IF THEY ARE CERTIFIED.
  - 3. ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- E) ENTER MINORITY NON-PROFIT ORGANIZATION EXPENDITURES OR NON-CERTIFIED MINORITY EXPENDITURES:
  - 1. ENTER THE NON-PROFIT ORGANIZATION OR NON-CMBE SUBCONTRACTOR NAME AS IT APPEARS ON YOUR DOH CONTRACT.
  - 2. ENTER THE SUBCONTRACTOR'S FEID NUMBER OR SOCIAL SECURITY NUMBER.
  - 3. ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- F) ENCLOSE THIS FORM WITH YOUR INVOICE AND SEND TO YOUR DOH CONTRACT MANAGER.



**SEXUAL VIOLENCE PREVENTION PROGRAM  
Fixed Price Invoice**

Provider Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Period of Service Provision \_\_\_\_\_

Date \_\_\_\_\_  
Contract Number \_\_\_\_\_

Palm Beach County Rape Crisis Treatment Center = \$ \_\_\_\_\_

**TOTAL DUE**

\$ \_\_\_\_\_

Signature of Provider \_\_\_\_\_ Date \_\_\_\_\_  
*I certify the information provided for payment is true and correct and that funds are being used solely for the implementation of this contract.*

**For Department Use Only**

- Please review and check (✓) if you have:
- Entered VS data into the Sexual Violence Data Registry, ran report & enclosed a copy
  - Included Monthly Narrative Report
  - Included P-SAV forms for each client

**Mail To:** Florida Department of Health  
Sexual Violence Prevention Program  
4052 Bald Cypress Way, Bin #A-13  
Tallahassee, Florida 32399-1723

**OR  
Express Mail:** Florida Department of Health  
Sexual Violence Prevention Program  
4025 Esplanade Way, Office 120.06  
Tallahassee, Florida 32399-1723

Date Goods/Svcs. Performed:	_____	Init	_____
Date Goods Insp. & Appvd:	_____	Init	_____
Org. Code	_____	OBJ	_____
OCA	_____	VR	_____
EO	_____		_____
Contract Manager's signature and date			
Supervisor's signature and date			



10/0

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

FUND 1426 - Public Safety Grants

BGEX 662 0803110000000001967  
BGRV 662 0803110000000000573

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>Revenue</b>								
1426-662-3290-3429	State Grnt Other Public Safety	0	0	880,662	0	880,662		
	<b>Total Revenue and Balance</b>	<u>242,656</u>	<u>249,289</u>	<u>880,662</u>	<u>0</u>	<u>1,129,951</u>		
<b>Expense</b>								
1426-662-3290-1201	Salaries & Wages Regular	0	0	94,290	0	94,290		
1426-662-3290-2101	FICA	0	0	5,846	0	5,846		
1426-662-3290-2105	FICA Medicare	0	0	1,367	0	1,367		
1426-662-3290-2201	Retirement Contributions-FRS	0	0	5,350	0	5,350		
1426-662-3290-2301	Insurance-Life &Health	0	0	29,000	0	29,000		
1426-662-3290-3103	Medical/Health Care Services	0	0	105,000	0	105,000		
1426-662-3290-3401	Other Contractual Services	0	0	8,000	0	8,000		
1426-662-3290-4001	Travel-Per Diem	0	0	5,616	0	5,616		
1426-662-3290-4007	Travel-Mileage	0	0	3,337	0	3,337		
1426-662-3290-4101	Communication Services	0	0	600	0	600		
1426-662-3290-4104	Communication-Commercial Toll	0	0	1,800	0	1,800		
1426-662-3290-4410	Rent-Building	0	0	5,000	0	5,000		
1426-662-3290-4945	Advertising	0	0	11,121	0	11,121		
1426-662-3290-5101	Office Supplies	0	0	1,200	0	1,200		
1426-662-3290-5111	Office Furniture and Equipment	0	0	4,125	0	4,125		
1426-662-3290-5121	Data Processing Software/Accessories	0	0	1,200	0	1,200		
1426-662-3290-5201	Materials/Supplies Operating	0	0	1,795	0	1,795		
1426-662-3290-5230	Medicine & Drugs	0	0	5,000	0	5,000		
1426-662-3290-5231	Medical Supplies	0	0	4,537	0	4,537		
1426-662-3290-5243	Personal Care Items	0	0	2,000	0	2,000		
1426-662-3290-6401	Machinery & Equipement	0	0	9,900	0	9,900		
1426-662-3290-6405	Data Processing Equipment	0	0	10,500	0	10,500		
1426-662-3290-9902	Operating Reserves	0	0	564,078	0	564,078		
	<b>Total Appropriation and Expenditures</b>	<u>242,656</u>	<u>249,289</u>	<u>880,662</u>	<u>0</u>	<u>1,129,951</u>	<u>150,640</u>	<u>979,311</u>

PUBLIC SAFETY ADMINISTRATION  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures \_\_\_\_\_ Date \_\_\_\_\_  
*Stephan Seimola* 8/11/11  
*[Signature]* 8/15/11  
*[Signature]* 8/25/11

By Board of County Commissioners  
At Meeting of 8/16/2011

Deputy Clerk to the  
Board of County Commissioners